

**TEMPORARY ACCESS AGREEMENT
FOR
ENVIRONMENTAL INVESTIGATION AND/OR REMEDIATION**

THIS AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the County of Shelby, a Political Subdivision of the State of Tennessee, hereinafter referred to as (the "COUNTY") and Security Signals, Inc. a Tennessee Corporation, hereinafter referred to as (the "COMPANY").

RECITALS:

WHEREAS, The COUNTY claims certain right, title and interest in and to the roadway rights-of-way of Big Orange Road and Cordova Park Road in Cordova, Tennessee; and

WHEREAS, The COMPANY is desirous of securing temporary access to said roadway rights-of-way for its use in performing certain environmental investigation and/or remediation work; and

WHEREAS, The COUNTY is agreeable to grant the COMPANY temporary access to those areas of said roadway rights-of-way located between the outside edge of the existing roadway pavement and the outer limits of the roadway rights-of-way along Big Orange Road and Cordova Park Road, as more particularly identified on Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as (the "PROPERTY"), to provide said land areas for the COMPANY's use in performing certain environmental investigation and/or remediation work, under the terms, covenants, conditions and provisions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the above stated purposes, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the COMPANY agree as follows:

1. The COUNTY, solely to the extent of its right, title and interest in and to the PROPERTY, without warranty, expressed or implied, hereby grants the COMPANY, its consultants, contractors, sub-contractors, employees and agents, at their sole cost and expense, authorization and consent to enter upon the PROPERTY for purposes of investigating and/or remediation, subject to the terms and conditions of this Agreement, environmental contamination or conditions on the PROPERTY, such investigation may include but is not limited to installing, maintaining and sampling groundwater monitoring wells, obtaining subsurface soil borings and samples, obtaining surface water or sediment samples, and sampling outdoor and indoor air. The COUNTY further agrees that this

grant of access includes access to perform any necessary remediation of the PROPERTY. Determining the scope and extent of any investigation and/or remediation shall be the sole responsibility of the COMPANY and at the COMPANY's sole expense. Any equipment and all debris or refuse from such investigation and/or remediation activities will be promptly removed by the COMPANY following completion of such investigation and/or remediation activities.

2. The COMPANY agrees to maintain the PROPERTY in an orderly fashion at all times during the term of said access and to insure that such investigation and/or remediation activities are done in a workmanlike manner. The COUNTY will use all reasonable efforts not to tamper with the COMPANY's investigation or remediation equipment or otherwise interfere with the COMPANY's investigation and/or remediation activities on the PROPERTY. The COMPANY will use all reasonable efforts not to interfere with the COUNTY's use of the PROPERTY for roadway purposes.

3. The COMPANY shall defend, indemnify and hold the COUNTY harmless from and against death or injury to any persons, including, but not limited to officers, employees, agents, authorized representatives, contractors and sub-contractors of the parties hereto, and for all loss, damage, or injury to any property, including, but not limited to, that belonging to the parties hereto, together with all expenses, reasonable attorneys' fees and cost incurred or sustained by COUNTY, to the extent attributable to or resulting from the exercise of the rights herein granted or the failure of the COMPANY to comply with the conditions of this Agreement. At the election of the COUNTY, the COMPANY shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this paragraph. This paragraph shall not apply to any liability for personal injury (including death) or property damage resulting from or attributable to the sole negligence or willful misconduct of the COUNTY. The COMPANY's indemnity obligations shall survive the expiration of this Agreement.

4. The COUNTY shall have the right to view and inspect any activity or work on the PROPERTY. If, in the sole opinion of the COUNTY, any activity or work is undesirable for any reason, the COUNTY shall notify the COMPANY immediately and if appropriate corrective action is not taken, the COUNTY shall have the right to terminate this Agreement at once.

5. Work activities on the PROPERTY normally will take place during reasonable times (typically, Monday through Friday, between 8:00 a.m. and 5:00 p.m.).

6. Payment for any investigation and/or remediation undertaken under this Agreement will be the responsibility of the COMPANY, not the responsibility of the COUNTY.

7. If the COMPANY or its consultants, contractors, sub-contractors, employees or agents should damage the PROPERTY during their conduct of activities pursuant to this Agreement, the COMPANY shall repair it at the COMPANY's sole cost and expense, and will return the PROPERTY, as close as is reasonably possible, to its condition prior to such investigation and/or remediation activities.

8. Upon written request, the COMPANY will provide the COUNTY with a copy of any final reports submitted to cognizant environmental authorities regarding the investigation and/or remediation activities on the PROPERTY.

9. The COMPANY will use licensed and insured consultants, contractors and/or sub-contractors to complete the investigation and/or remediation activities referred to in this Agreement. Those consultants, contractors, sub-contractors, employees and agents are granted the same access as the COMPANY under this Agreement. Upon request, each consultant, contractor and/or sub-contractor will provide the COUNTY evidence of its credentials and insurance coverage.

10. The United States Environmental Protection Agency, hereinafter referred to as (the "EPA"), or state environmental regulatory agencies, hereinafter referred to as (the "State"), may participate in the investigation and/or remediation activities undertaken by the COMPANY. In such event, the EPA and the State and their consultants and representatives are granted the same right of access as the COMPANY, so long as the EPA and the State agree to the indemnification obligations contained in this Agreement, to the extent allowable under federal and state law, respectively.

11. This Agreement shall begin on the date it is signed by authorized representatives of the COUNTY and the COMPANY with legal authority to sign the Agreement. It shall end at the conclusion of the COMPANY's investigation and/or remediation activities, if any, or on the date two (2) years after the date this Agreement is fully executed, whichever date occurs first.

12. Nothing in this Agreement shall act as a waiver or otherwise affect any right, claim, or defense that either party may have as to the other relative to any environmental conditions that may now or in the future exist on the PROPERTY. This means that by signing this Agreement, the COUNTY does not give up its right to pursue any claims it may have against the COMPANY or others, nor does the COMPANY give up any defenses it may have to such claims nor any right to pursue any claims it may have as to the COUNTY or others.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first written above.

**Security Signals, Inc.,
a Tennessee Corporation**

By: _____
John Vines, Executive Director

Attest:

By: _____

**County of Shelby, a Political Subdivision
of the State of Tennessee**

By: _____
A C Wharton, Jr., County Mayor

Approved as to Form:

By: _____
Contract Administrator/
Assistant County Attorney

Other County Approvals:

By: _____
County Engineer

By: _____
Land Bank Administrator

By: _____
County Real Estate Manager

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of the County of Shelby**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the County of Shelby**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as such **Mayor** of said County of Shelby.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2009.

Notary Public

MY COMMISSION EXPIRES:

**STATE OF TENNESSEE:
COUNTY OF _____:**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted, and who upon oath acknowledged _____ to be the _____ of **Security Signals, Inc., a Tennessee Corporation**, the within named bargainor, a corporation, and that _____ as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by _____ as _____, and thereunto affixing the seal of said corporation, all of which was duly attested by _____ as _____ of said corporation.

WITNESS my hand and Notarial Seal at office in the County aforesaid, this ____ day of _____, 2009.

Notary Public

MY COMMISSION EXPIRES:

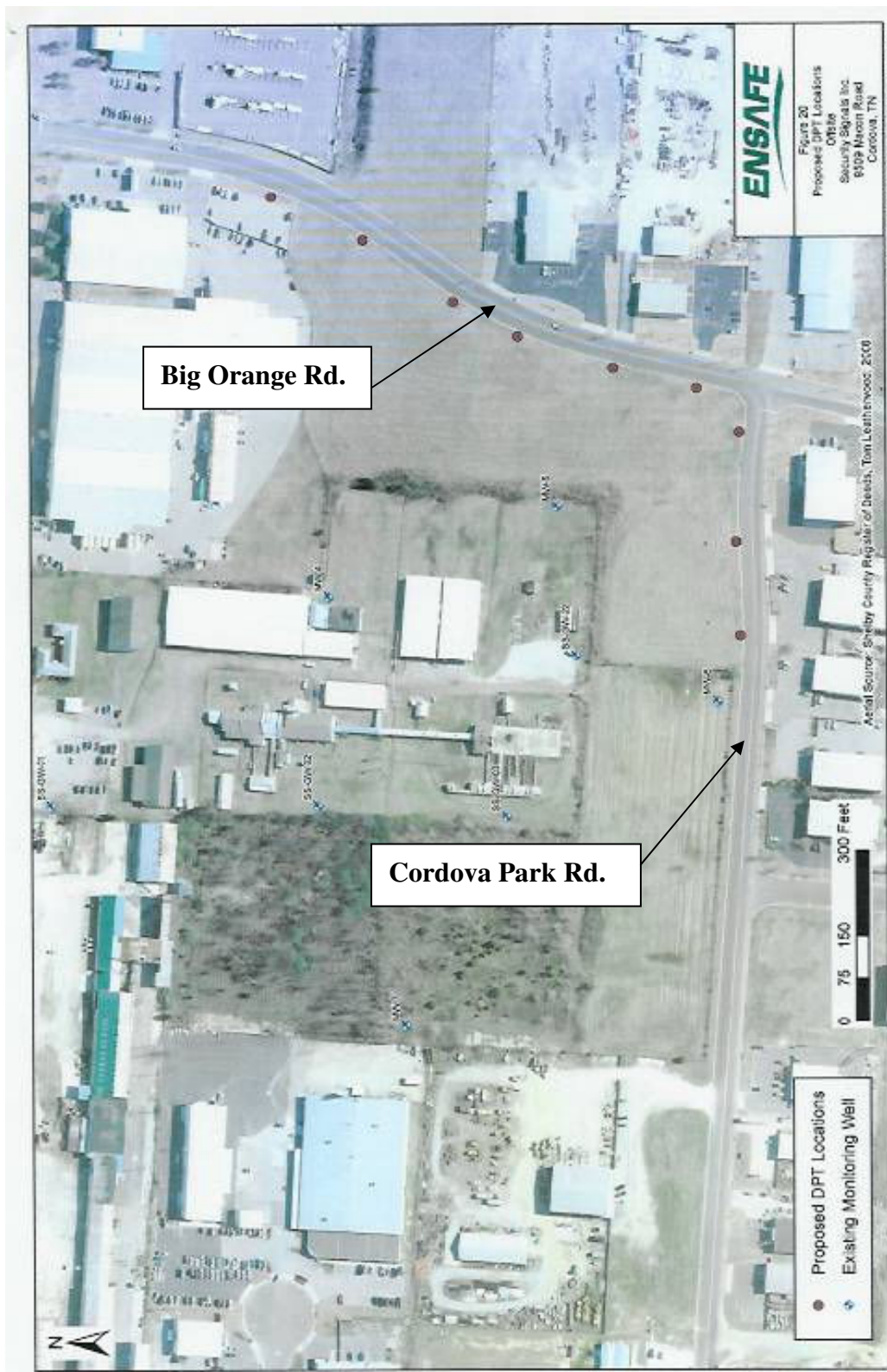


EXHIBIT "A"